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Reg. No. KL/TV/12

KERALA GAZETTE

EXTRAORDINARY

PUBLISHED BY AUTHORITY

Vol. XXIII] Trivandrum, Friday, 3rd March 1978 / 12th Phalguna 1899 [No. 149

GOVERNMENT OF KERALA

Labour and Housing (F) Department

NOTIFICATION

G. O. Ms. 24/78/L&H. *Dated, Trivandrum, 2nd March* 1978.

S. R. O. No. 202/78.—In pursuance of the Kerala Plantation Labour Rules, 1959, the Government of Kerala hereby make the following further amendments to the Rules for the Subsidised Housing Scheme for Plantation Labour, Kerala, 1974 issued under notification No. G. O. (MS) 25/75/LBR dated the 22nd March, 1975 and published in Part I of the Kerala Gazette No. 16 dated the 22nd April, 1975, namely:—

AMENDMENTS

In the said Rules,—

1. for rule 21, the following rule shall be substituted, namely:—

"21. Execution of Mortgage/Agreement by employer:—(1) Every employer to whom financial assistance in the form of loan and subsidy is sanctioned shall execute the mortgage deed under rule 14 (1) (c) of these rules in the form given in Appendix 'C' to these rules.

(2) Every employer to whom financial assistance in the form of subsidy alone is sanctioned shall execute in favour of the Government an agreement in the form given under Appendix 'D'.

2. for Appendix 'D' the following Appendix shall be substituted, namely:—

APPENDIX 'D'

(Rule 21)

MODEL AGREEMENT FORM FOR ASSISTANCE (SUBSIDY ALONE) TO THE EMPLOYER

Articles of Agreement made this............day of........... One thousand nine hundred and............BETWEEN.......a company registered under the Indian Companies Act, 1956, and having its registered Office at (hereinafter referred to as "the Company" which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assigns/partners or partner for the time being constituting the said firm survivor or survivors of them and their respective heirs, executors and administrators permitted assigns) of the *One part* and the Governor of Kerala (hereinafter referred to as "the Government") of the *Other part*.

WHEREAS for the purpose of constructing houses for housing the plantation workers employed/or to be hereafter employed by the company in future, the company has/have requested the Government for a subsidy not exceeding Rs...... (Rupees............) which represent 37½ % of the approved cost of the construction of houses including/excluding cost of land to build...... tenements on the land as per annexed schedule in accordance with the provisions contained in the "Subsidised Housing Scheme for Plantation Workers" (hereinafter called the Rules which shall form part of this deed as if incorporated herein)of the Government as in force at the date of this Agreement;

WHEREAS the plans and specification submitted by the company in respect of the proposed construction have been approved by the Government without any modification/with some modifications suggested by the government and agreed to by the applicants as stated in the Annexure 'A' hereto;

WHEREAS the Company has agreed to construct the said house strictly in accordance with the said plans and specifications with or without the agreed modifications;

AND WHEREAS the Government being satisfied that the proposed construction will be helpful in implementing the Government's scheme for giving an impetus to plantation labour housing with a view to relieving the acute shortage of houses and tenements for the residence of plantation workers, has in their order No.............dated............hereinafter called the order which shall also form part of the Deed as if incorporated herein agreed to grant for the purposes aforesaid a subsidy not exceeding a sum of Rs.........

(Rupees.......................) upon the terms and conditions hereinafter appearing and contained. NOW IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN the parties hereto as follows:—

1. This agreement shall remain in force for a period of 20 years as from the date on which construction of the said houses is completed. For the purposes of this Agreement the "date of completion" will be the date fixed by the Government or its authorised representative or representatives as such date and the decision of the Government or its authorised representative or representatives in this behalf shall be final.

2. On the Company's satisfying the Government that they are possessed of land (free from any encumbrance whatsoever) on which the houses shown on the plan annexed hereto and marked as Annexure 'B' can be erected and built and otherwise complying with the directions issued by the Government pursuant to the liberty reserved to it under the terms and conditions herein contained the Government shall pay to the company the said subsidy of Rs............(Rupees....................) in the following manner:—

(i) 60% when the construction of houses reached roof level;

(ii) 40% when the Government receives and accepts as correct the complete and detailed accounts of the expenditure by the beneficiary duly audited and certified by the Chartered Accountant within the meaning of the Chartered Accountants Act, 1949 relating to the cost of completion of the said houses.

3. The Company shall keep and maintain accurate, and true accounts of all the monies expended by it on account of the construction of the aforesaid houses and tenements under the said Rule separately and allow the same to be inspected by the Government or its authorised representative or representatives.

4. The Company shall in constructing the said houses adhere strictly to the plans and specifications annexed hereto and marked Annexure "A". No other construction shall be undertaken on the land and premises on which the said houses and tenements are to be constructed/being constructed/constructed without the previous consent of the Government in writing. The Company shall make no variations therefrom except with such previous consent.

5. The Company shall observe and perform all the terms, conditions and stipulations as in force at the date of this Agreement and contained and specified in the "Rules or any amendments thereof for the time being in force"

6. The company shall commence the construction of the said houses on or before .... day of .... 19 ...... and shall complete the same

within a period of ...... months from the date of these presents. The Applicant(s) shall give intimation to the Government in writing immediately upon the commencement of the construction and shall thereafter send detailed reports showing progress of work at the end of each month unless directed otherwise by the Government in that behalf.

7. Upon the completion of the said houses and tenements the Company shall allot them to its plantation labourers as provided in the said Rules and to no other person, nor use or allow to be used the said houses and tenements for any purpose other than that for which the same are constructed.

8. The Company shall when the construction of all houses reached roof level/is completed, furnish to Government a statement of account duly certified and signed by an officer of the Company showing the amount spent by it on the construction of the said houses. The final accounts of expenditure shall be duly audited and certified by the Chartered Accountant relating to the cost of completion of the said houses. The stage verification/completion certificate from the concerned Assistant Engineer of P.W.D. shall also be produced. The Company shall, if so required by the Government produce account books maintained by it/pursuant to clause 3 hereof and vouchers and other papers for purposes of verification of such statements.

9. The Company shall provide every facility to the Government or their authorised representative or representatives for the inspection of the said houses and tenements while under construction as well as after construction for the purpose of verifying that the expenditure incurred by the Company on the construction of the said houses has been properly incurred and that the Company is observing and would continue to observe all the terms and conditions of this Agreement.

10. The Company shall from time to time and at all times during the continuance of these present keep the houses and tenements as aforesaid and every part thereof (hereinafter preferred to as the premises) in good and substantial state of repair and working order and shall pay all revenues, ground rent, rates, taxes, assessments and impositions present as well future and all dues, duties and outgoings whatsoever payable in respect of the said premises immediately they shall become due and payable and whenever payable by the owners or occupiers thereof and in case the Company neglect(s) to keep the premises or any part thereof, in good and substantial repair and working order, or to pay the revenue, ground rent, rates, taxes and assessments, dues, duties and outgoings as aforesaid, then and in every such case, it shall be lawful for, but not obligatory upon the Government to repair and keep in good and substantial repair and working order the premises or part thereof and to pay any such ground rent, rates, taxes and assessments, dues, duties and outgoings as aforesaid and the Government shall be entitled to recover and the Company undertake(s) to pay on demand to the Government all the monies, costs, charges and expenses that the Government may incur for such repairs

and in payment of such revenue, ground rent, rates, taxes and assessments, dues, duties and outgoings as aforesaid.

11. If the Company shall become insolvent or go into liquidation or if the Company shall fail to observe or perform any of the terms, conditions and stipulations herein contained and those specified in the said Rules as amended from time to time and on its part to be observed and performed, then and in any such case the whole amount of the subsidy shall become payable forthwith to the Government with interest thereon at the rate of 8 per cent (eight per cent) per annum calculated from the date of the payment by the Government of the first instalment of the said subsidy.

12. The Company shall not during the continuance of these presents assign or otherwise transfer it interest in the land or in the houses or in this agreement to a third party without the previous consent in writing of the Government.

13. Should the Company fail to neglect to observe, perform and fulfil any of the terms and conditions herein contained, then notwithstanding anything to the contrary herein contained, the whole of the said sum of the subsidy or such portion thereof with the interest due thereon shall at the option of the Government forthwith become due and payable by the Company to the Government and shall be recovered under the provisions of Revenue Recovery Act for the time being in force as though such sums were arrears of land revenue and in such other manner as the Government may deem fit.

THE SCHEDULE ABOVE REFERRED TO

(Here full details of land viz., Survey Nos., areas and boundaries should be indicated)

Annexure

A. Building plans and specifications

B. Lay out plans

In Witness whereof Shri.............for and on behalf of the Company and Shri..............for and on behalf of the Governor of Kerala have hereunto set their hands and seal the day month and year first above written.

Signed by................for and on behalf of the Governor of Kerala in the presence of Witnesses.

1...................

2...................

The Common Seal of the..........Co., Ltd. has been hereunto affixed pursuant to a resolution of the Board of Directors of the said............ Co., Ltd.

(Seal)

Passed in a meeting held on the ....by..............and two of the Directors of the said Company who have also affixed their signature hereto in the presence of

Witnesses:

1...................

2...................

By order of the Governor,

P. J. Thomas,
Deputy Secretary.

Explanatory Note

(This does not form part of the notifiction but is intended to indicate its general purport).

The Kerala Plantation Housing Advisory Board has recommended the grant of financial assistance—Subsidy alone—to employers under subsidised housing scheme on simple agreement as was done by some other State Governments. For this purpose the Rules for the Subsidised Housing Scheme for Plantation Labour Kerala, 1974 has to be amended suitably. The above notification is to achieve this object.

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Government of Kerala
1978

Reg. No. KL/TV/12

KERALA GAZETTE

EXTRAORDINARY

PUBLISHED BY AUTHORITY.

Vol. XXIII] Trivandrum, Friday, 3rd March 1978 / 12th Phalguna 1899 [No. 151

NOTICE

Under Section 9 (5) of The Kerala Land Acquisition Act, 1961 (Act 21 of 1962)

No. Bl. 558/76. *1st March, 1978.*

Notice is hereby given that the Government intend to take possession of the land mentioned in the list below, which is required for a public purpose under the Kerala Land Acquisition Act, 1961 (Act 21 of 1962). All persons interested in the land are required to appear in person or by authorised agent on 10-3-1978 at 11 a.m. before the Special Tahsildar, No. III for L. A. Railways, Trivandrum and to state/put in a statement in writing signed by themselves or their agents showing the nature of their respective interests in the land and the amount and particulars of their claim to compensation for such interests in the land and their objections, if any, to the measurements made under section 8 of the Act.

Note.—If the persons interested refuse to make a claim to compensation or omit without sufficient reasons, to make such claim, the amount to be awarded by the court, in the event of a reference being made to it on application made by them shall in no case exceed the amount awarded by the Collector under section 11 of the Act.

താഴെ കൊടുത്തിരിക്കുന്ന ലിസ്ററിൽ പറഞ്ഞിട്ടുള്ളതും, 1961-ലെ കേരള സ്ഥലമെടുപ്പ് ആക്ററ് (1962-ലെ 21-ാം ആക്ററ്) പ്രകാരം ഒരു പൊതുകാര്യത്തിന് ആവശ്യമായിട്ടുള്ളതുമായ ഭൂമി കൈവശപ്പെടുത്തുവാൻ ഗവൺമെൻറ് ഉദ്ദേശിക്കുന്നുവെന്ന് ഇതിനാൽ നോട്ടീസ് നൽകിയിരിക്കുന്നു. പ്രസ്തുത ഭൂമിയിൽ അവകാശബന്ധമുള്ള എല്ലാപേരും നേരിട്ടോ, അധികൃത ഏജൻറുമുഖേനയോ 1978 മാർച്ചുമാസം 10-ാം തീയതി പകൽ 11 മണിക്ക്

83/874/MC

റെയിൽവേ പൊന്നുംവില സ്പെഷ്യൽ തഹശീൽദാർ നമ്പർ III മുമ്പാകെ ഹാജരാകുകയും, ഭൂമിയിൽ അവരോരോരുത്തർക്കുമുള്ള അവകാശബന്ധങ്ങളുടെ സ്വഭാവവും ഭൂമിയിൽ അങ്ങനെയുള്ള അവകാശബന്ധങ്ങൾ സംബന്ധിച്ചിടത്തോളം നഷ്ടപ്രതിഫലത്തിന് അവർക്കുള്ള തേർച്ചയുടെ തുകയും വിവരങ്ങളും ആക്റ്റ് 8-ാം വകുപ്പുപ്രകാരം എടുത്തിട്ടുള്ള അളവു സംബന്ധിച്ച് വല്ല ആക്ഷേപവും ഉണ്ടെങ്കിൽ അതും ഏതാണെന്നു കാണിച്ചുകൊണ്ട് പ്രസ്താവന ചെയ്യുകയും, അവരോ അവരുടെ ഏജൻറുമാരോ എഴുതി ഒപ്പിട്ട ഒരു സ്റ്റേറ്റുമെൻറ് സമർപ്പിക്കുകയും ചെയ്യണമെന്ന് അവരോട് ആവശ്യപ്പെടുന്നു.

കുറിപ്പ്.—അവകാശബന്ധമുള്ളവർ നഷ്ടപ്രതിഫലത്തിന് തേർച്ചചെയ്യാൻ കൂട്ടാക്കാതിരിക്കുകയോ, മതിയായ കാരണമില്ലാതെ അങ്ങനെ തേർച്ച ചെയ്യാൻ വീഴ്ച ചെയ്യുകയോ ചെയ്യുന്നപക്ഷം അവരുടെ അപേക്ഷയിന്മേൽ കോടതിക്ക് റഫറൻസ് അയയ്ക്കുന്ന സംഗതിയിൽ കോടതി വിധിച്ചുകൊടുക്കേണ്ട തുക യാതൊരു സംഗതിയിലും ആക്റ്റ് 11-ാം വകുപ്പു പ്രകാരം കളക്ടർ വിധിച്ചുകൊടുക്കുന്ന തുകയിൽ കവിയാൻ പാടില്ലാത്തതാകുന്നു.

Particulars of land

District.—Trivandrum. *Taluk.*—Trivandrum.

Village—Chengazhasseri.

Survey No.	*Descriptian*	*Extent* Are.	Sq. m.
2350/6	Dry	0	11
2350/7	"	0	80
2350/8	"	0	84
2350/9	"	0	82

(Sd.)

Trivandrum,

Special Tahsildar No. III
for L. A., Railways.

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1978

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GOVERNMENT OF KERALA

Local Administration and Social Welfare (D) Department

NOTIFICATION

No. 2601/D1/78/LA&SWD. *Dated, Trivandrum, 3rd March, 1978.*

Whereas the Government of Kerala in Notification IV issued in G.O. MS. 10/78/LA&SWD. dated 16th January, 1978 published as S. R. O. No. 63/78 in the Kerala Gazette Extraordinary No. 29 dated 16th January 1978 as amended by Notification IV issued in G.O. MS. 20/78/LA&SWD. dated the 25th January 1978, published as S. R. O. No. 86/78 in the Kerala Gazette Extraordinary No. 47 dated the 25th January, 1978 have constituted the area comprising the Thodupuzha Panchayat area, the Karikode Ward (Ward No. 1), Erikode Ward (Ward No. IV) and Annaikannamkara (Portion of ward No.II) of the Karikode Panchayat area and Vengalloor ward of Kumaramangalam Panchayat area into a Municipality with effect from 1-5-1978;

And whereas the Government of Kerala consider that in addition to the areas specified in the said notifications, the areas described in the schedule below may also be included in the proposed Municipality;

Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of section 4 of the Kerala Municipalities Act, 1960 (14 of 1961) the Government of Kerala hereby declare their intention to include the areas, specified in the schedule below; also in the proposed Thodupuzha Municipality;

32/877/MC

Notice is hereby given under sub-section (2) of section 4 of the said Act, that any inhabitant of the areas specified in the said schedule may if he desires to object to such constitution, submit his objections in writing to the Government within two months from the date of publication of this notification. Objections if any shall be addressed to the Special Secretary to Government, Local Administration and Social Welfare (D) Department, Secretariat, Trivandrum.

SCHEDULE

Name of Taluk	*Name of Panchayat*	*Details of the portions proposed to be included in the proposed Municipality*
Thodupuzha	Manakad	Area coming under Ward No. I on the western side of the Kolani Manakad road (including the road)
Thodupuzha	Karikode	Portion of Ward V west of Kanjiramattom—Kappithottam road and Survey Nos. 1673 and 1674 of Olamattomkara in Karikode Panchayat area.

By order of the Governor,

N. GOPALAKRISHNAN NAIR,
Special Secretary.

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GOVERNMENT OF KERALA

Law (Leg. A) Department

NOTIFICATION

No. 2360-Leg. (A) 2/78/Law. *Dated, Trivandrum, 3rd March, 1978/ 12th Phalguna, 1899.*

The following Act of the Kerala State Legislature is hereby published for general information. The Bill as passed by the Legislative Assembly received the assent of the Governor on the 1st day of March, 1978.

By order of the Governor,

K. Viswanathan Nair

Additional Law Secretary.

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33/871/MC

ACT 2 OF 1978

THE KERALA CONTINGENCY FUND (AMENDMENT) ACT, 1978

An Act further to amend the Kerala Contingency Fund Act, 1957.

Preamble.—WHEREAS it is expedient further to amend the Kerala Contingency Fund Act, 1957, for the purpose hereinafter appearing;

BE it enacted in the Twenty-ninth Year of the Republic of India as follows:—

1. *Short title and commencement.*—(1) This Act may be called the Kerala Contingency Fund (Amendment) Act, 1978.

(2) It shall be deemed to have come into force on the 9th day of January, 1978.

2. *Amendment of section 2.*—In sub-section (1) of section 2 of the Kerala Contingency Fund Act, 1957 (6 of 1957) (hereinafter referred to as the principal Act), for the words "three hundred lakhs of rupees", the words "five hundred lakhs of rupees" shall be substituted.

3. *Repeal and saving.*—(1) The Kerala Contingency Fund (Amendment) Ordinance, 1978 (2 of 1978), is hereby repealed.

(2) Notwithstanding such repeal, anything done or any action taken under the principal Act as amended by the said Ordinance shall be deemed to have been done or taken under the principal Act as amended by this Act.

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ബോർഡ് ഓഫ് റവന്യൂ (എക്സൈസ്)

അബ്കാരി ലേല പരസ്യം

നമ്പർ. എക്സ്. എ. 1-22330/77. 1978 മാർച്ച് 2.

ആയിരത്തിത്തൊള്ളായിരത്തി എഴുപത്തിയെട്ട് ഫെബ്രുവരി 10-ാം തീയതിയിലെ 63-ാം നമ്പർ അസാധാരണ ഗസററിൽ വിൽപ്പനയ്ക്കായി പരസ്യം ചെയ്തിരുന്നതും ലേലം വിളി കേൾക്കപ്പെട്ടിരുന്നതും എന്നാൽ ആയിരത്തിത്തൊള്ളായിരത്തി എഴുപത്തിനാലിലെ കേരള അബ്കാരി ഷോപ്പുകൾ (ലേല വിൽപ്പന) ചട്ടങ്ങളിലെ നാലാം അദ്ധ്യായത്തിലെ 5-ാം ഖണ്ഡികയിൽ റൂൾ 10 പ്രകാരവും ടി ചട്ടങ്ങളിലെ 13-ാം റൂൾ പ്രകാരവും നിക്ഷിപ്തമായിരിക്കുന്ന അധികാരം വിനിയോഗിച്ച് റവന്യൂ ബോർഡ് ലേലം സ്ഥിരപ്പെടുത്താതിരിക്കുന്നതുമായ താഴെ വിവരിക്കുന്ന മദ്യഷാപ്പുകൾ അവയ്ക്കെതിരെ കാണിച്ചിട്ടുള്ള സ്ഥലങ്ങളിൽ വച്ചോ അതാത് എക്സൈസ് ഡിവിഷനാഫീസിൽ നിന്ന് പരസ്യപ്പെടുത്തുന്ന വേറെ ഏതെങ്കിലും സ്ഥലത്തു വച്ചോ ആയിരത്തിത്തൊള്ളായിരത്തി എഴുപത്തിനാലിലെ കേരള അബ്കാരി ഷോപ്പുകൾ (ലേല വിൽപ്പന) ചട്ടങ്ങൾക്കു വിധേയമായി അതാത് ജില്ലാ കളക്ടറോ, റവന്യൂ ബോർഡ് നിയോഗിക്കുന്ന ഏതെങ്കിലും ഉദ്യോഗസ്ഥനോ ലേലം ചെയ്തു വിൽക്കുന്നതാണെന്നുള്ള വിവരം ഇതിനാൽ പരസ്യപ്പെടുത്തിയിരിക്കുന്നു.

(1)	(2)	(3)	(4)	(5)	(6)
ഡിവിഷൻ	താലൂക്ക്	റെയിഞ്ച്	ഷാപ്പുകളുടെ ഇനവും നമ്പരും	ലേലം നടത്തുന്ന സ്ഥലം	ലേല ത്തീയതി
തിരുവനന്തപുരം	തിരുവനന്തപുരം	തിരുവനന്തപുരം	1 മുതൽ 20 വരെയുള്ള നമ്പർ ചാരായ ഷാപ്പുകൾ	എക്സൈസ് ഡിവിഷനാഫീസ്, തിരുവനന്തപുരം	13—3—1978

കെ. കുഞ്ഞുകൃഷ്ണ പിള്ള,
അഡീഷണൽ സെക്രട്ടറി (എക്സൈസ്)

തിരുവനന്തപുരം.

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